

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF HAMILTON,
MASSACHUSETTS

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HAMILTON RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a license to operate a Cable System in the Town of Hamilton, Massachusetts (hereinafter the "Town"), said license having originally commenced on July 9, 1999;

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated September 13, 2001 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated December 22, 2003;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of Comcast's license is appropriate and that Comcast has complied with the terms of its existing license, and the terms contained in its request for license renewal;

WHEREAS, the Town has determined that the financial, legal, and technical ability of Comcast is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Renewal License with the Licensee for the construction and continued operation of a Cable System on the terms and conditions set forth herein;

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Hamilton to grant a non-exclusive renewal license to Comcast Corporation.

NOW THEREFORE, after due and full consideration, the Town and Comcast agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

(a) Access – The ability of any Hamilton or Wenham resident and/or any persons affiliated with a Hamilton or Wenham institution to use designated facilities, equipment and/or channels of the Cable System, subject to the conditions and procedures established for such use.

(b) Access Channel – A video channel which the Licensee shall make available for the use by the Town of Hamilton or Wenham and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(c) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals and the Public, Educational and Governmental (“PEG”) Access channel(s), in accordance with the Cable Act. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.

(d) Broadcast - Over-the-air transmission by a television station.

(e) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(f) Cable System— the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Hamilton, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within a

community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(h) Cable Service – the one-way transmission to Subscribers of (i) video programming, or (ii) other Programming Service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(i) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Video Origination Network.

(j) Effective Date – March 2, 2005.

(k) FCC - Federal Communications Commission or any successor governmental entity.

(l) Gross Annual Revenues - Revenue derived by the Licensee from the operation of the Cable System in the Town of Hamilton to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly basic, premium and pay-per-view fees, and all other Cable Service fees, installation, reconnection, additional outlet, service visit and similar fees and charges, commercial subscriber Cable Service revenues; and converter, remote control and other Cable Service equipment rental or sale fees and home shopping revenue and local advertising revenue allocable to the local Cable System. Gross Annual Revenue shall not include refundable deposits, bad debt, late fees, investment income, nor any

taxes or fees or assessments imposed or assessed by any governmental authority (in the nature of a sales tax or franchise fee).

(m) Issuing Authority - The Board of Selectmen of the Town of Hamilton, Massachusetts.

(n) Licensee - Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) License Fee or Franchise Fee – The payments to be made by the Licensee to the Town of Hamilton and/or any other governmental subdivision, or designee appointed by the Issuing Authority, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9, as applicable.

(p) Multichannel Video Programming Distributor - An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video programming, and shall include video dial-tone.

(q) Outlet – An interior receptacle that connects a television set to the Cable System.

(r) PEG - Acronym for Public, Educational and Governmental.

(s) PEG Access Programming - Programming produced by any Hamilton or Wenham residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(t) Person - Any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit.

(u) Public Way - The surface of, and the space above and below, any public street, highway, freeway, bridge, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any compatible temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town, which shall entitle the Issuing Authority and the Licensee, subject to applicable law, to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.

Public Way shall also mean any compatible easement now or hereafter held by the Issuing Authority within the Town of Hamilton for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other compatible easements or rights-of-way as shall within their proper use and meaning entitle the Issuing Authority and the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

- (v) Renewal License - The license granted herein.
- (w) Standard Installation - The standard one hundred fifty foot (150') Drop connection.
- (x) Subscriber - A person or entity of the Town who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.
- (y) Subscriber Network - The trunk and feeder signal distribution network over which Cable Service signals are transmitted to Subscribers.
- (z) Town - The Town of Hamilton, Massachusetts.
- (aa) Video Programming – programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of G.L.c. 166 of the General Laws of the Commonwealth of Massachusetts, and Cable Act - as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to the Licensee, authorizing and permitting said Licensee to construct, operate and maintain a Cable System within the municipal limits of the Town. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under, subject to and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other rules and regulations of general applicability in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 2, 2005, following the expiration of the current license, and shall terminate at midnight on March 1, 2015.

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) Any such renewal or renewals shall be in accordance with the Cable Act and applicable law and upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

SECTION 2.4 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the Town to adopt and enforce lawful general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable System, the Licensee, or this License. Any unresolved conflict between the terms of this Renewal License and any future exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the Town; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate and the Issuing Authority find that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority and Licensee shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons with reasonable evidence for its determination of such substantial negative material impact upon the financial viability of the Cable System. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its

determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as the Issuing Authority reasonably determines is relevant to the proceeding.

(ii) Should the Licensee demonstrate with reasonable evidence that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, and the Issuing Authority finds a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Distributor(s), which are not in any way an affiliate of the Licensee and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

(e) Should the parties not agree about any matter with regard to this section, the parties reserve their state and federal appellate rights.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served is the entire Town, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. License may impose additional charges for non-Standard Installations. However, the Licensee shall not be obligated to extend the Cable System at no cost into any area where there are fewer than twenty (20) dwelling units per aerial strand mile of cable and forty (40) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line.

(b) Installation costs shall conform with the Cable Act, and regulations thereunder. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the Cable System shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate based on Licensee's actual costs plus a reasonable rate of return. For installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate.

(c) Provided Licensee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed reasonable additional time for said installation. The Issuing Authority, or its designee, shall

exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

(d) Upon the Effective Date of this Renewal License, in the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies the Licensee shall likewise place its facilities underground at no cost to the Town. Underground cable lines shall be placed beneath the pavement sub-grade in compliance with Town by-laws, rules, regulations and/or standards of general applicability. With respect to aerial installation, it is the policy of the Town that existing poles for electric and communications purposes be utilized whenever possible and that underground installation is preferable to the placement of additional poles.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall continue to operate, maintain and make available to all residents of the Town its Subscriber Network of at least 750MHz, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE G.L.c. 166A §5(e)]

(a) The Licensee shall maintain the current level of active Drops, Outlets and Basic Broadcast Service, at no charge to the Town, to each public building, public school, police and fire stations, libraries and other public buildings as designated by the Issuing Authority within the Town, listed in **Exhibit 3.3** attached hereto, which are located within one hundred fifty feet (150') of the Licensee's Cable System. "Public Buildings" are those buildings owned or leased by the Issuing Authority, Town, School Department, public Hamilton-Wenham regional schools, or other municipal departments for government administrative purposes, and shall not include buildings

owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed. Any reference in this License to Schools shall include public Hamilton-Wenham regional schools located within Hamilton or Wenham.

(b) At the written request of the Issuing Authority, the Licensee shall provide one (1) Drop, Outlet and Basic Broadcast Service at no charge to all Town owned Public Buildings along the Cable System subject to the limitations set forth above. The Issuing Authority or its designee shall consult with the appropriate individuals of the Licensee to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets or install an additional Drop or Outlet to any Public Building which already has a free Drop or Outlet provided under the terms of the prior license or this License.

SECTION 3.4 - CURRENT VIDEO ORIGATION NETWORK (“VON”)

(a) The Licensee shall continue to provide and maintain, without charge to the Issuing Authority or its departments, the existing Video Origination Network (“VON”) for return video and audio transmission only. Said VON shall be capable of transmitting from the municipal and school buildings identified in **Exhibit 3.4(a)** to the headend or hubsite. It shall be the Licensee’s responsibility to automatically switch the upstream PEG Access programming from the VON to the appropriate downstream PEG Access channel on the Subscriber network.

(b) Unless otherwise provided herein, the Town and its designated VON users shall be solely responsible for any and all end-user interface equipment including, but not limited to, video production equipment. Licensee shall be responsible for the VON hubsite, underlying distribution plant, including but not limited to cable, drops, amplifiers and all equipment necessary to make interaction possible with Subscriber Network. Notwithstanding the foregoing, Town is responsible for end user equipment up to the output of the modulator at the user location which shall be the demarcation point between the VON owned, operated and maintained by the Licensee and the Town’s end-user equipment, subject to certain Licensee modulator testing and balancing.

Licensee may require access to the modulator for the purpose of testing and/or adjusting output levels of the modulator and Licensee shall test and adjust the levels of such output as reasonably needed, however, Licensee may require the Town or its access designee to first test and determine if end-user equipment is the source of any apparent signal problems. Licensee shall be responsible for automated switching at the hubsite and headend to allow PEG programming to be switched from the VON to the appropriate PEG channel. The Access Provider shall be responsible for any manual switching of PEG programming.

(c) The VON shall be operated in compliance with applicable the FCC technical specifications found in **Exhibit 3.4**, attached hereto. In the event that there are technical problems with the VON, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem, including necessary adjustments to output of modulator (e.g., where output adjustment cannot be determined and made with Town's equipment). Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the VON, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such written request and submit the results to the Issuing Authority promptly.

(d) No later than June 15, 2005, the Licensee shall install an upstream VON outlet and Drop in the Old Hamilton Library at 299 Bay Rd. in Hamilton where the Towns of Hamilton and Wenham plan to place a production, origination and playback facility.

(e) In the event that the Public Safety Building at 265 Bay Road in Hamilton is reconstructed at the same address, Licensee shall relocate the VON drop from the old building to the new. The Town shall provide the Licensee with a minimum of One Hundred Twenty (120) days advanced written notice before the time of activation, provided however, that the Issuing Authority shall exercise diligent efforts to provide Licensee with advance notice of the availability of conduits and/or trenches being open for installation of the Drop and Outlet.

SECTION 3.5 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

SECTION 3.6 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, unless: (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible. If such removal is not complete within six (6) months of termination, the Issuing Authority may deem any property not removed as having been abandoned.

SECTION 3.7 - RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant or equipment of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the Public Ways authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable System and VON for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable System and the VON shall be inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any television station carried on the Cable System and the VON and shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and the VON and as set forth

by the FCC. The Cable System and the VON shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority

SECTION 4.3 - TREE TRIMMING

The Licensee shall have authority to trim trees upon and overhanging Public Ways of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law such as M.G.L Chapter 87 and any Town bylaws/ordinances and regulations of general applicability.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist and the location of Licensee's distribution plant within the

Town's Public Ways. The Licensee shall maintain a separate VON distribution plant map. The foregoing maps will be retained in a location reasonably convenient to the Town and updated maps will be available for inspection by the Issuing Authority upon written request.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The expense of such raising or lowering shall be determined in accordance with applicable law.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable "dig safe" provisions pursuant to G.L.c. 82 §40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable System and VON, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - ANNUAL UPDATE HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the installation, operation and/or maintenance of the Cable Communication System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee, and produce such non-proprietary documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If any potential non-compliance issues are raised by the Issuing Authority concerning any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond in accordance with Section 9.8 herein.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

The Licensee shall make available a Basic Broadcast Service tier to all subscribers in accordance with applicable law. In accordance with federal law, Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2(a)**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access programming, are at the sole discretion of the Licensee.

(b) The Licensee shall provide written notice to all Subscribers at least thirty (30) days in advance of any significant programming network changes.

(c) Pursuant to the Section 612 of the Cable Act, the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

Pursuant to applicable law, upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by its Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All commercial television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

Use of channel capacity for public, educational and governmental (“PEG”) access shall be provided on the Broadcast Basic Tier of service. Licensee does not relinquish its ownership of a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user acquires no property or other interest in the channels by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channel(s) once established, without advance, thirty (30) day written notice to the Issuing Authority. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse, to the extent permitted by law, to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity. The Issuing Authority shall identify one or more designees, persons or non-profit entities (Access Provider(s)) that shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that PEG Access Channel(s) and PEG Access Equipment will be available on a non-discriminatory basis.

(a) A “Public Access Channel” is a channel designed for non-commercial use by the public on a non-discriminatory basis. A “Government Access Channel” is a channel designed for non-commercial use by municipal departments, as determined by the Issuing Authority, for local government programming. Licensee shall designate capacity for one (1) channel for shared public access and government access video programming provided by the Issuing Authority or its designee, such as a public access organization. Unused capacity may be utilized by Licensee subject to the provisions for “fallow time” below at Section 6.1(c).

(b) An “Educational Access Channel” is a channel designated for non-commercial use by educational institutions such as public or private schools, as determined by the Issuing Authority and School Department. Licensee shall designate capacity for one (1) channel for educational access video programming provided by the Issuing Authority or designated educational institution. Unused capacity may be utilized by Licensee subject to the provisions for “fallow time” below at Section 6.1(c).

(c) Because blank or under utilized PEG channels are not in the public interest, in the event the Issuing Authority or other PEG access user does not to reasonably program its Channel(s), Licensee may reclaim any unused or fallow time on those channels to the extent it is permitted under 47 U.S.C.531(d)(1)-(2) subject to Issuing Authority rules and procedures regarding the utilization of unused channel capacity and the cessation of such use.

(d) The Issuing Authority may request in writing a third access channel, so long as a threshold use requirement is met for each of the PEG access channels designated above. In order to request additional PEG capacity, the existing PEG Access Channels must be used to cablecast, first run, non-repetitive locally produced, non-commercial, non-alpha numerical, programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive eight-hour period for six (6) consecutive months. At the time of the request, the Issuing Authority must provide the Licensee with written, detailed documentation evidencing the usage meets the threshold requirement for each channel. If there is channel space available at the time of the Issuing Authority’s written request for an additional channel under this Section, the Licensee shall make a channel available within one hundred twenty (120) days of receipt of the request. If there is no channel space available the Licensee shall have twelve (12) months following receipt of the Issuing Authority’s written request in which to make such new channel available. Once the threshold is met and the additional capacity given, each of the initial PEG channels must maintain the threshold requirement. If any of the initial PEG channels fail to meet the threshold for four (4) consecutive months, the additional PEG capacity may be reclaimed

by Licensee upon sixty (60) calendar days written notice. Under no circumstances shall the Issuing Authority lose the right to its initial PEG capacity.

SECTION 6.2 – PEG ACCESS SUPPORT

(a) No later than July 1, 2005, the “Transition Date”, the Issuing Authority shall identify an Access Provider or Providers to operate PEG programming. The Access Provider(s) shall be responsible for the production of PEG Access programming and for the ongoing operations and maintenance of the PEG production facilities. The Access Provider may take the form of a non-profit Access Corporation. The Issuing Authorities of the Towns of Hamilton and Wenham may combine their resources and identify a joint or regional Access Provider or create a non-profit Access Corporation. One Access Provider may be designated for Educational Access and another may be designated for Public and /or Governmental Access or as otherwise designated by the Issuing Authorities. As of the Transition Date, the Access Provider(s) shall assume complete responsibility for PEG Access programming, and the Licensee shall no longer be responsible for PEG Access programming except as may otherwise be explicitly provided herein. The Licensee shall continue to operate, maintain and staff its PEG Access studio at its current location and level, and the current number of active PEG channels, through and until the Transition Date. Licensee may use contract labor to staff the studio.

(b) Licensee shall provide an annual Franchise Fee payment to the Issuing Authority, or its designee, to support PEG Access programming, in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for the Town of Hamilton during the first year of this Renewal License. The first annual payment shall be due within sixty (60) days of the Effective Date. Subsequent annual payments shall be increased by three percent (3%) annually, and shall be payable each year within thirty days of the anniversary of the Effective Date. The final payment shall be made within thirty days of the anniversary of the Effective Date in the year 2014. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected to PEG Access programming and operations.

(c) Licensee shall provide the Town with an annual Access and Technology Fund Franchise Fee payment in the amount of one and one-half percent (1.5%) of Gross Annual Revenue. Said annual one and one-half percent (1.5%) PEG Access payment shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on May 15, 2005 for the period of the Effective Date through March 31, 2005. Thereafter, Licensee shall provide payments each August 15th, November 15th, February 15th, and May 15th, based on revenues from the previous calendar quarter. The final payment shall cover the period of January 1, 2015 through March 1, 2015 and shall be payable to the Town no later than April 15, 2015. The Access and Technology Fund is to be used to support the Town's Access and Technology needs as they relate to the Cable System or communications technology needs and services. The Licensee shall file with each annual payment a statement certified by the Licensee's duly authorized financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived by the Licensee during the payment accounting periods pursuant to this Section 6.2(c). Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Article 1 and in the form included as Exhibit 6.2(c) subject to said form being consistent with the definition of Gross Annual Revenue in Article 1.

(d) The payments made pursuant to Section 6.2(c) above shall be increased as of March 1, 2010 to 1.75% of Gross Annual Revenues, payable quarterly as above.

(e) It is the responsibility of the Issuing Authority to ensure that funds payable pursuant to Article 6, including Sections 6.2 and 6.3, shall not be deposited into the Towns' General Fund, but shall be deposited into Restricted Account or Accounts or to an Access entity, if any, for the purposes set forth in this Article 6 with the payee accounts determined by the Issuing Authorities. The parties acknowledge, consistent with the foregoing, that it is the intent of the parties that such funds be payable into such restricted account(s).

(f) Unless otherwise agreed by the Issuing Authorities of the Towns of Hamilton and Wenham, or their designees, it is the intent of said Issuing Authorities that the funds provided pursuant to Section 6.2(b) for annual studio support shall be for PEG access purposes and

activities generally undertaken by the Issuing Authorities or their designees on a shared basis.

SECTION 6.3 – PEG ACCESS CAPITAL SUPPORT

(a) Licensee shall provide total combined capital funding of One Hundred and Twenty-Six Thousand Seven Hundred Sixty Dollars (\$126,760.00) to the Issuing Authority of the Town of Hamilton, or its designee, to be used for the purchase of PEG Access equipment and or facilities, payable over three years as described and allocated below. All equipment purchased with these funds will be owned, operated and maintained by the Town or its designee. The funding shall be paid by Licensee as follows:

- (i) within forty-five (45) days of the Effective Date of this Renewal License, Six Thousand Six Hundred Dollars (\$6,600.00) to the Town of Hamilton to be used for the purpose of moving existing equipment listed in Exhibit 6.3(a)(v) from the Tozer Road facility and establishing new PEG Access facilities;
- (ii) within forty-five (45) days of the Effective Date of this Renewal License, Fifty Thousand One Hundred Sixty Dollars (\$50,160.00) to the Town of Hamilton to be used for the purpose of purchasing video production equipment to support Public and Governmental Access programming; and
- (iii) upon the second anniversary of the Effective Date, Twenty Thousand Dollars (\$20,000.00) to the Town of Hamilton to be used for the purpose of purchasing video production equipment to support Public and Governmental Access programming; and
- (iv) upon the third anniversary of the Effective Date, Fifty Thousand Dollars (\$50,000.00) to the Town of Hamilton to be used for the purpose of purchasing video production equipment to support Public and/or Educational Access programming.
- (v) On or before July 1, 2005, the Licensee shall transfer ownership of all equipment as is listed in Exhibit 6.3(a)(v) to the Issuing Authorities of

Hamilton and Wenham or their designee for the value of one dollar (\$1.00).

The Issuing Authorities and the Licensee shall document the transfer of the assets by way of a bill of sale the first draft of which shall be provided by Licensee.

(c) In the event that the Towns of Hamilton and Wenham decide to identify separate and independent Access Providers, the capital equipment listed in Exhibit 6.3(a)(v) shall be divided between the Towns based on the ratio of Subscribers within each Town compared with the total combined number of Subscribers in both Towns.

(d) Unless otherwise agreed by the Issuing Authorities of the Towns of Hamilton and Wenham, or their designees, it is the intent of said Issuing Authorities that the funds provided pursuant to Section 6.3(a) for capital equipment and facilities, excluding funds for Town Hall installations under Section 6.3(a)(iii), shall be for PEG access purposes and activities generally undertaken by the Issuing Authorities or their designees on a shared basis.

SECTION 6.4 – REPORT OF DISBURSEMENTS

(a) Annually, on or before January 15th, the Issuing Authority shall cause its designated Access Provider(s) to submit to the Issuing Authority, with a copy to the Licensee, a written report showing actual disbursements made of the funds provided by the Licensee to the Issuing Authority and/or the Access Provider, pursuant to Article 6 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities and/or other facilities or technologies authorized in Article 6.

(c) If upon review of the report, the Licensee finds that any use of the funds by the Access Corporation has not been directly related to PEG Access or other uses authorized pursuant to Article 6, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its

assessment of the use of funds. If the Issuing Authority and Licensee agree, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority agrees with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access support and/or capital funding, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) In the event the Issuing Authority designates a non-profit access corporation as its access designee, the parties acknowledge that the intent hereof is for the Issuing Authority to reserve the right to afford such non-profit access corporation independence of Issuing Authority control as necessary to afford such corporation private and non-municipal status.

SECTION 6.5 - EMERGENCY USE

The Licensee shall adhere to the Emergency notification standards as established by the Federal Communications Commission and, if applicable and adopted in final form, the Licensee shall comply with mandatory regulations of Massachusetts Emergency Management Agency (MEMA), subject to said compliance with MEMA regulations not causing non-compliance with federal law.

SECTION 6.6 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by and in accordance with federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement.

SECTION 6.7 - EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law and by Section 6.1 herein.

SECTION 6.8 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority and/or the Access Provider agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's business. Underwriting support in the form used by non-profit public broadcasting stations may be used to the extent consistent with non-profit broadcasting station underwriting standards. In addition, any programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the consent of the Licensee.

SECTION 6.9 – LATE PAYMENT

In the event that payments required in this Article 6 are not tendered on or before the dates fixed in Sections 6.2 and 6.3 above, interest due on such payment shall accrue thirty (30) days from the date due at the rate of two percent (2%) above the annual Prime Rate. Late fee interest payments made to the Town shall be within the exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2)(D) of the Cable Act.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours in accordance with FCC regulations (47 CFR 76.309(c)(2) and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery.

(d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time. The FCC's customer service guidelines, 47 CFR s. 76.309 are attached hereto and incorporated herein as Exhibit 7.1.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved by Licensee's handling of the complaint, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon written request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

(c) The foregoing complaint procedures are not exclusive of such other lawful procedures as may be available to subscribers, including but not limited to seeking further redress by the cable operator or the Massachusetts Cable Division.

SECTION 7.3 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq.: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) form of bills; 4) advance billing and issuance of bills; 5) billing due dates, delinquency, late charge and

termination of service; 6) charges for downgrading of services; 7) billing disputes; and 8) security deposits. No provisions of 207 CMR 10.00 are waived; however, the Issuing Authority reserves the right to do so.

SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least thirty (30) days prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber upon request a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due.

SECTION 7.7 - SUBSCRIBER TELEVISION SETS

In accordance with MGL 166A §5(d), as may be amended, the Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and state privacy laws and regulations, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

(b) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designee nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber, unless such notification is otherwise prohibited by applicable law or the court.

(c) Upon a request by a Subscriber, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber.

SECTION 7.9 - MONITORING

Neither the Licensee nor its designee nor the Town nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has

knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

SECTION 7.10 - POLLING

No poll or other upstream response of a Subscriber shall be conducted or obtained, unless:

1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.11 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Section, the Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by the Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who agree to maintain the confidentiality of all such information. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Licensee to be competitively sensitive

SECTION 7.12 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Licensee.

ARTICLE 8
PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) For informational purposes, a price schedule for service and installation in effect as of the date of execution of this Renewal License is attached hereto as **Exhibit 8.1**. The Licensee shall provide written notice to all Subscribers at least thirty (30) days in advance of any subscription price increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the Cable Act, certain costs of Public, Educational and Governmental ("PEG") Access and other franchise requirements may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

(d) All prices for Subscriber services shall be published and non-discriminatory. A written schedule of all prices shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 9
REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for injury or damage to persons or property due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage or injury to Persons or property, both real and personal, caused by the construction, installation, maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs provided that the Town shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority upon receipt of a claim(s) for which indemnification is sought and, in the event of a legal action against the Town, the Issuing Authority or its designee promptly forwards to the Licensee a copy of the legal complaint served upon the Town. (The Town shall make its best effort to forward said legal complaint to the Licensee within ten (10) business days of receipt by the Town.) The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee.

SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the

construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. The policy shall contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). The policy shall contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. The policy shall contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein.

SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);

- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);
- (3) the indemnity of the Town in accordance with G.L.c.166A §5(b);
- (4) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f);
- (5) compliance with the material terms of the Renewal License.

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent, which consent shall not be unreasonably withheld.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Town shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to G.L.c. 166A§9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) The Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) the PEG Access Annual Support (Section 6.2(b)), and (ii) the Access and Technology Fund (Section 6.2(c)), but shall not include the following: (i) PEG Access Capital Support (Section 6.3); (ii) interest due herein to the Town because of late payments; and (iii) any other exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

SECTION 9.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for Cable Division use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) As provided by law and applicable regulations, annually the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

The License issued hereunder may, after due written notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;

(d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;

(f) For failure to complete construction in accordance with the provisions of the Renewal License; and

(g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required

forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

SECTION 9.9 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution

systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action. In the event that the Licensee and the Issuing Authority cannot agree on a modification of provisions, the conflict may be decided by a court of competent jurisdiction.

SECTION 9.12 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate with any lawful investigation, audit or inquiry conducted by the Issuing Authority and/or its designee; provided, however, that any such investigation, audit or inquiry is for the purpose of

establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of essential equipment or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

Town of Hamilton
Attn: Board of Selectmen
577 Bay Road
Hamilton, MA 01936

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
4 Lyberty Way
Westford, MA 01886

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 10.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the date of execution of this Renewal License:

- (a) The Licensee is duly authorized to do business in and in good standing under the laws of the State;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 28th DAY OF

February 2005

Approved as to form:

By: William August, Esq.

William August

TOWN OF HAMILTON

By:

[Signature]
Selectman

[Signature]
Selectman

Robert M. Bulfinch
Selectman

COMCAST OF MASSACHUSETTS I, INC.

By:

[Signature]
Kevin M. Casey
Senior Vice President
New England Region

EXHIBIT 3.3

PUBLIC AND MUNICIPAL BUILDINGS ON THE SUBSCRIBER NETWORK

Public School Buildings:

Hamilton-Wenham Regional High School 775 Bay Rd., Hamilton

Miles River School 787 Bay Rd., Hamilton

Cutler School 237 Asbury St., Hamilton

Winthrop School 325 Bay Rd., Hamilton

Municipal Buildings:

Town Hall – 577 Bay Road, Hamilton

Emergency Center, Police and Fire Station – 265 Bay Road, Hamilton*

Hamilton/Wenham Public Library – 14 Union St., Hamilton

Old Library, 299 Bay Rd., Hamilton

* In the event a new municipal building is constructed at the same address, Licensee shall relocate the Drop from the old building to the new. The Town shall provide a minimum of one hundred twenty (120) days advanced written notice before the time of activation, provided however, that the Issuing Authority shall exercise diligent efforts to provide Licensee with advance notice of the availability of conduits and/or trenches being opened for installation of the Drop and Outlet.

EXHIBIT 3.4(a)

VIDEO ORIGINATION NETWORK DROPS

Public School Buildings:

Hamilton-Wenham Regional High School 775 Bay Rd., Hamilton

Miles River School 787 Bay Rd., Hamilton

Cutler School 237 Asbury St., Hamilton

Winthrop School 325 Bay Rd., Hamilton

Buker School, 1 School St., Wenham

Municipal Buildings:

Town Hall – 577 Bay Road, Hamilton

Emergency Center, Police and Fire Station – 265 Bay Road, Hamilton*

Hamilton/Wenham Public Library – 14 Union St., Hamilton

Old Library, 299 Bay Rd., Hamilton

Town Hall, 138 Main St., Wenham*

Wenham Museum, 132 Main St., Wenham

Police and Fire Dept., 140 Main St., Wenham

Recreation Bldg 5 School St., 4 School St., Wenham

* In the event a new municipal building is constructed at the same address, Licensee shall relocate the Drop from the old building to the new. The Town shall provide a minimum of One Hundred Twenty (120) days advanced written notice before the time of activation, provided however, that the IA shall exercise diligent efforts to provide Licensee with advance notice of the availability of conduits and/or trenches being open for installation of the Drop and Outlet.

EXHIBIT 3.4(c)

FCC TECHNICAL SPECIFICATIONS

TITLE 47—TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, etc.); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and

processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage	
	limit	Distance in

	(micro-volt/ meter)	meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 5.2(a)

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT 6.2(c)

GROSS ANNUAL REVENUES REPORTING FORM

**COMCAST
NEW ENGLAND REGION
TOWN OF HAMILTON**

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue*	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

License Fee (1.5%)	\$ [enter % of total]
--------------------	-----------------------

Fee on Fee (1.5%)	\$ [enter % of %]
-------------------	-------------------

License/Access Fee Due	<u>\$ [enter total due]</u>
------------------------	-----------------------------

* Basic Service Revenue includes revenues from Basic Cable Service and Expanded Basic Cable Service.

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Note – This form may be modified to conform with and is controlled by the definition of Gross Annual Revenues pursuant to Section 1(l) herein.

Authorized Comcast Representative:

Date:

EXHIBIT 6.3(a)(v)

LIST OF VIDEO PRODUCTION EQUIPMENT

Please see the following pages.

HAMILTON/WENHAM EQUIPMENT INVENTORY

as of
FEBRUARY 15, 2005

Location	Category	Asset No.	Qty.	Description	Manufacturer	Model	Serial No.
Hamilton/Wenham	LO/OP		1	Hi-8 Video Camcorder	Sony	EVW-300	12427
Hamilton/Wenham	LO/OP		1	Hi-8 Video Camcorder	Sony	EVW-300	10826
Hamilton/Wenham	LO/OP		1	Hi-8 Video Camcorder	Sony	EVW-900	10185
Hamilton/Wenham	LO/OP		3	Camera Carrying Case	Portabrace		
Hamilton/Wenham	LO/OP		1	Color Video Monitor	Panasonic	CT-1388	MB32480108
Hamilton/Wenham	LO/OP		1	Color Video Monitor	Panasonic	CT-1388	MB32480097
Hamilton/Wenham	LO/OP		1	Color Video Monitor	Sony	CUM-1271	2016934
Hamilton/Wenham	LO/OP		1	Video Cassette Recorder	Panasonic	AG-1340	L1TBO1312
Hamilton/Wenham	LO/OP		1	Video Cassette Recorder	Panasonic	AG-1340	L1TBO1362
Hamilton/Wenham	LO/OP		1	Video Cassette Player	Sony	VP7000	17589
Hamilton/Wenham	LO/OP		1	Video Cassette Player	Sony	VP7000	10940
Hamilton/Wenham	LO/OP		1	Amiga Computer	Commodore	2000HD	CA1092249
Hamilton/Wenham	LO/OP		1	Video Monitor	Commodore	10846	1004038
Hamilton/Wenham	LO/OP		1	Amiga Computer	Commodore	300	4191
Hamilton/Wenham	LO/OP		1	Video Monitor	Commodore	10845-D	1062804
Hamilton/Wenham	LO/OP		0	Microphone Mixer (see 8 channel mixer)	Shure	M267	
Hamilton/Wenham	LO/OP		1	Shotgun Microphone			
Hamilton/Wenham	LO/OP		1	Handheld Microphone	Radiohack	33-302	
Hamilton/Wenham	LO/OP		1	Handheld Microphone	AKG-D	190-ES	
Hamilton/Wenham	LO/OP		3	Handheld Microphone	?		
Hamilton/Wenham	LO/OP		5	Handheld Microphone	Shure	VP64A	
Hamilton/Wenham	LO/OP		2	Handheld Microphone	Shure	SM558	
Hamilton/Wenham	LO/OP		2	Microphone Stands			
Hamilton/Wenham	LO/OP		9	Table Microphone Stands			
Hamilton/Wenham	LO/OP		1	Battery Charger	Sony	BC-1WD	10397
Hamilton/Wenham	LO/OP		4	Rechargeable Batteries (for Sony Hi8 EVW300)	Various		
Hamilton/Wenham	LO/OP		1	Personal Computer	Compaq Deskpro		6911BW42C047
Hamilton/Wenham	LO/OP		1	Computer Monitor	Sony Trinitron	CPD-200ES	4276298
Hamilton/Wenham	LO/OP		3	8 Channel Audio Mixer	Sony	MP21	20638
Hamilton/Wenham	LO/OP		2	Tripod	Bogen	3066	
Hamilton/Wenham	LO/OP		1	Digital Video Cassette Recorder	Panasonic	AGDV 2000	L2HT00132
Hamilton/Wenham	LO/OP		1	Color Monitor / Receiver	Panasonic	CT-27E13G	MD32510635
Hamilton/Wenham	LO/OP		1	Programmer	Leightronics	RM 450	P80674
Hamilton/Wenham	LO/OP		6	Interface	Leightronix	PRPAIR	
Hamilton/Wenham	LO/OP		1	Video Modulator	Cadco	M-369	K3381
Hamilton/Wenham	LO/OP		1	Video Modulator	Cadco	475T	C6139
Hamilton/Wenham	LO/OP		1	Intercom System Headset	Clear Com	SMQ-1	729341
Hamilton/Wenham	LO/OP		1	Intercom System Headset	Clear Com	SMQ-1	729340

EXHIBIT 7.1

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76 _MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE
Subpart H General Operating Requirements

Sec. 76.309 Customer service obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed.

``Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on ``service interruptions" promptly and in no event later than 24 hours after the interruption becomes

known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 8.1

SCHEDULE OF CURRENT MONTHLY PRICES AND CHARGES

Please see the following pages.

